

EXHIBIT “A”

Scott Fegley

From: Elliot Azoulay <Elliot@Esicellular.com>
Sent: Saturday, May 28, 2011 6:12 AM
To: 'Mark Weinberger - ESI Cases and Accessories'
Subject: signed agreement
Attachments: Final Final.pdf

**Mark J. Weinberger
Employment Agreement**

Job Description: Manage and work with independent manufacturers rep organizations in order to maintain existing accounts, grow revenue with existing accounts, and expand into new accounts and new channels of distribution. Work on licensing projects, new product development, conduct sales meetings, attend trade shows as well as meet with reps and retailers nationally. Work on special projects as needed. Traveling as needed to accounts

Title: Title of position will be **Vice President of Sales & Marketing**

Supervisor: Position reports to Elliot Azoulay – President/CEO

Base Salary: Base salary will be minimum \$ 300,000.00 per annum for next five years. At no time can base salary go below this minimum. New Base Salary is effective May 30th, 2011.

▪ **Bonus Plan:**

- Sales for bonus plan will include sales made by Kevin Rodgers as well as new sales people added later on.
- \$0 to \$3,800,000 of revenue: No commission dollars paid
- \$3.8m to \$15,000,000 of revenue: 1 % of net sales
- \$15,000,000 and above to 25,000,00: 1.25% of net sales

Health Insurance: In lieu of employee and family to be provided Health Insurance ESI will send a check monthly for \$ 500.00

Vacation: Employee is entitled to four weeks vacation annually.

Personal Days: Employee is entitled to two (2) personal days a year

Holidays: Employee is entitled to company granted holidays, schedule to be provided.

Home Office: ESI Cases & Accessories will pay cellular, land line and high speed internet access phone services. Employee shall also be provided with lap top computer for use in carrying out his responsibilities. Other than occasional postage and ink cartridges there are no other expenses.

Employee shall be based from Home/Office location located at 12 Cambridge Drive, Rockaway NJ 07866.

Notice: Employee agrees that in the event should he decide to resign he will provide six months notice.

Severance Pay: In the event company terminates employee for any reason other than cause during the next 60 months commencing on May 30th 2011, ESI Cases and Accessories shall pay Employee one years base salary then in effect. Payment shall be made in a lump sum no later than the first payroll date following termination.

Sale of Company: In the event company is sold, the company shall require the acquiring entity to continue to retain employee for a period of no less than two years from date of sale at no less than the minimum base salary in effect at the time of sale. Should company choose not to hire employee they must buy out contract by paying two years salary upon closing of the sale of ESI. Additionally, upon sale of company ESI shall compensate employee 5 percent against the gross proceeds of the sale price.

2011 Bonus: Bonus for 2011 is to be paid on July 15th, 2011.

Expenses: ESI Cases & Accessories will reimburse all business related travel expenses as incurred in order to perform the duties as Vice President of Sales & Marketing.

Start Date: May 30th, 2011

Employment Agreement: This agreement supersedes all previous agreements between Mark Weinberger and ESI Cases and Accessories.

Agreed and Accepted:



Mark J. Weinberger

Date: 5/28/11

Agreed and Accepted:

Elliot Azoulay
President/CEO
ESI Cases and Accessories

Date: _____